

The solicitation is amended as follows:

1. Refer to Sections C.1 and C.2, delete paragraph V.C in its entirety and replace it with the following:

“1. The Contractor shall provide janitorial services for facilities as identified in Part III, Section J, Attachment “Portsmouth Covered Facilities/Areas.” Janitorial services include, but are not limited to, daily trash collection and disposal from offices, conference rooms, break rooms, and restrooms; monthly cleaning of windows, glass doors, and glass cases/counters; weekly vacuuming of carpeting; annual stain removal and shampooing of all carpeting; daily sweeping/dust mopping of non-carpeted flooring; weekly damp mopping of non-carpeted floors; semi-annual striping and waxing of linoleum flooring; daily water fountain cleaning and sanitizing; and daily cleaning of restrooms; and daily replenishing of restroom supplies. The Contractor shall provide weekly pickup of sanitary wastes and disposal offsite.

2. Restroom fixtures, including toilets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant, and shall be free of stains and odors. Floors shall be swept/dust mopped free of dirt and mopped with a disinfectant. Mirrors and all metal fixtures shall be cleaned. Waste containers shall be emptied and plastic liners replaced. If present, shower stall rooms and locker/dressing rooms shall be considered part of the restrooms, and cleaned accordingly.”

2. Refer to Sections C.1 and C.2 and add the following new paragraph V.F.5:

“5. The Contractor shall maintain peripheral activities related to the telephone system for its own work. Such activities include but are not limited to individual phone unit replacements, and working with USEC on moving office phone numbers.”

3. Refer to Section C.1, delete paragraph M.2 in its entirety and replace with the following:

“The Contractor shall provide sorting by organization of the intra-site mail processed through USEC. Each onsite contractor or subcontractor is responsible for daily pickup and drop off of its intra-site mail at the infrastructure contractor’s mail room.”

4. Refer to Section C.2, delete paragraph M.2 in its entirety and replace with the following:

“The Contractor shall provide sorting by organization of the intra-site mail. Each onsite contractor or subcontractor is responsible for daily pickup and drop off of its intra-site mail at the infrastructure contractor’s mail room.”

5. Refer to Sections C.1 and C.2, paragraph V.N.3, and insert the words “through records in its possession” between “shall” and “verify” in the first line.

6. Refer to Section C.1.V.N.7 and insert the following after the second sentence in the first paragraph:

“The Contractor shall provide support for a maximum of 18 federal personnel at the Lexington office.”

7. Refer to Attachments B(1) and B(2) to Section J and add the following new deliverable under the ES&H segment of the attachment :

Deliverable name: Annual Report to Congress on ES&H Conditions
Requirement: Energy Policy Act of 1992
Schedule for Deliverable: Annually on July 22 for the period October 1 through June 30, and October 15 for the period July 1 through September 30
Comments: Input to Bechtel Jacobs Co. LLC
Approval required: DOE Information

8. Refer to Attachments B(1) and B(2) to Section J and revise the Requirement column entry for the Integrated Safety Management System Plan to “952.223-71.”

9. Delete Attachment F to Section J and replace with the attachments numbered F(1) and F(2) in this amendment.

10. Delete clause H.20 in its entirety and replace with the following:

H.20 WORK FORCE TRANSITION AND HUMAN RESOURCES MANAGEMENT

- (a) General Principles -- The Contractor shall adhere to the following requirements in its own human resources related actions and cooperate with other DOE contractors as necessary, in order to meet the following objectives: (1) achieve an orderly transition, (2) be fair to incumbent employees and maintain a productive and flexible work force, (3) minimize the cost of the transition and its impacts on other DOE programs, and (4) promote those practices which will result in stable collective bargaining relationships.
- (b) For purposes of this clause, the following definitions are applicable.

- (1) "Grandfathered employees" are non-managerial employees (i.e., those below the first level of supervision) who are vested participants in the Multiple Employer Pension Plan (MEPP) sponsored by Bechtel Jacobs Company, LLC (BJC) at contract transition.
 - (2) "Incumbent contractors" are BJC and its first and second tier subcontractors.
 - (3) "Incumbent employees" are employees employed by the incumbent contractors and employees leased by the United States Enrichment Corporation (USEC) to first-tier subcontractors on DOE Contracts DE-AS05-98OR22700 and DE-AS05-98OR22980 at contract transition.
 - (4) "Preference-eligible employees" are employees on the rolls of BJC or USEC at the Portsmouth or Paducah gaseous diffusion sites at beginning of contract transition and grandfathered employees on the rolls of BJC's first and second tier subcontractors at the Portsmouth or Paducah gaseous diffusion sites at contract transition.
- (c) Transition and Hiring Preference – Preference-eligible employees and former employees as set forth below will receive a preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities listed in the SOW during the first six months after the effective date of this Contract in accordance with this clause in the following order of preference:
- (1) Preference-eligible employees shall receive a right of first refusal for vacancies at the site at which they are employed at contract transition in positions substantially equivalent to the positions they currently perform.
 - (2) Preference-eligible employees shall receive offers for vacancies at the site at which they are employed at contract transition in positions for which they are qualified within the same function as the positions they currently perform.
 - (3) Preference-eligible employees shall receive offers for vacancies at the site at which they are employed at contract transition in positions within the same function as the positions they currently perform, for which they are not

qualified but agree to become qualified and can become qualified for by the commencement of active employment under this Contract with the training provided pursuant to subparagraph (f)(10) below.

- (4) Preference-eligible employees who were employed at either of the gaseous diffusion plants on July 1, 1993, and who have been identified as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and (3) of Title 29 of the United States Code) at such plant shall receive offers for vacancies at the site at which they are employed at contract transition in positions for which they are qualified by the commencement of active employment under this contract with the training provided pursuant to subparagraph (f)(10) below.
- (5) Former employees of BJC or its first or second tier subcontractors or USEC who are entitled to recall rights under applicable collective-bargaining agreements with those entities and who are qualified or can become qualified by the commencement of active employment for openings at the site, shall receive recall rights for openings at the site at which they were employed consistent with applicable site seniority at the site.
- (6) Former USEC and former BJC employees and grandfathered former employees of BJC's first and second tier subcontractors at the Portsmouth or Paducah gaseous diffusion sites who involuntarily separated (other than for cause) from employment and who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "Displaced Employee Hiring Preference" shall receive a preference-in-hiring for openings as provided in that clause and as consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
- (7) Former employees of other DOE contractors who are eligible for the hiring preference contained in the clause entitled "Displaced Employees Hiring Preference" shall receive the preference included in that clause.
- (8) After the above preferences have been satisfied, other individuals who have separated from employment at the

Portsmouth and Paducah gaseous diffusion sites and who are not barred from seeking employment at the Portsmouth or Paducah site by the terms of employee waivers or releases of claims they executed shall receive preference for openings for which they are qualified or can become qualified at the Portsmouth or Paducah sites with the training provided pursuant to subparagraph (f)(10) below.

When these hiring preferences are applicable to positions covered by a collective-bargaining agreement at contract transition, the preferences shall be applied consistently with any applicable seniority at that site.

(d) Labor Relations

- (1) The Contractor and its subcontractors agree to conduct labor relations in accordance with applicable laws and DOE's intent that labor relations policies and practices reflect the best experience of American industry in aiming to achieve the stable labor-management relations essential to successful accomplishment of DOE's programs at reasonable cost. The Contractor and its subcontractors will maintain positive labor-management relations when performing work under this Contract.
- (2) The Contractor and its subcontractors, in good faith at all times, will respect the rights of employees under the National Labor Relations Act to self organization; to form, join or assist the Paper, Allied-Industrial, Chemical, and Energy Workers International Union (PACE) or other labor organizations; to bargain collectively through PACE or other representatives of their own choosing; to engage in other concerted activities for the purpose of collective- bargaining or other mutual aid or protection; and to refrain from any and all such activities.
- (3) Consistent with applicable labor laws and regulations for that work that is being performed by members of PACE on the effective date of this Contract, the Contractor agrees to initially consult with PACE regarding the initial terms and conditions of employment and to recognize PACE as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by PACE members and is covered in the scope of this Contract, and to bargain in good faith to a collective-bargaining agreement that gives due consideration to applicable terms and conditions of the existing Bechtel

Jacobs and USEC collective-bargaining agreements for work on the site.

- (4) DOE will leave the collective-bargaining process to orderly negotiation and agreement between contractor management and the certified representatives of its employees.

(e) Employee Relations

The Contractor and its subcontractors shall maintain an effective employee concerns resolution program.

(f) Pay and Benefits

- (1) The Contractor shall provide a competitive overall pay and benefits package to its employees. Contractors shall develop and implement welfare benefit programs that meet the tests of allowability and reasonableness established by Federal Acquisition Regulation 31.205-6.
- (2) For incumbent grandfathered employees who are hired under this Contract, the Contractor shall maintain benefit plans, including health and welfare plans, as set forth in detail below:
 - (A) The Contractor shall credit all such employees with their current length of service toward fringe benefits, including vacation, retirement benefits, and severance pay.
 - (B) Pension Plans -- The Contractor shall become a participating/sponsor employer in the BJC MEPP as soon as possible but no later than ninety days after award. Incumbent grandfathered employees will be credited for their prior service under the plan and for their service under this contract. The Contractor shall enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC. The Contractor shall comply with all applicable laws, including but not limited to Internal Revenue Code and Employee Retirement Income Security Act requirements. No employee who qualifies as a grandfathered employee under the BJC MEPP shall lose such rights as a result of this transition.

- (C) Other Benefit Plans -- For incumbent grandfathered employees, the Contractor shall become a participating/sponsoring employer in the current BJC Multiple Employee Welfare Arrangement (MEWA) as soon as possible but no later than ninety days after award. The Contractor shall also enter into an administrative service agreement with BJC regarding the administrative services and the cost thereof to be provided by BJC. The Contractor shall comply with all applicable laws, including but not limited the Internal Revenue Code, Employee Retirement Income Security Act requirements and state laws.
- (3) For incumbent non-grandfathered employees, the Contractor is free to set its own terms and conditions of employment, subject to any collective-bargaining obligations, so long as (i) those packages include market-based retirement and medical benefits and are competitive for their industry and (ii) the contractor maintains benefit plans that are equal in cost to the aggregate cost of benefits to the incumbent contractors or USEC as applicable immediately prior to the effective date of this Contract for the first year of this Contract and as consistent with the Service Contract Act. The Contractor also shall comply with all applicable laws, including the Internal Revenue Code, the Employee Retirement Income Security Act, and the Service Contract Act (including §4(c)). With CO approval, if the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) §410 and §414 for the purpose of maintaining the federal tax qualification of pension plans covering the Contractor's employees.
- (4) The Contractor shall credit all incumbent employees hired under this Contract with their current length of service toward fringe benefits, which also includes vacation, retirement benefits (consistent with the terms of the plan(s)) and severance pay. The transition of an incumbent employee during the first six months of this Contract from the incumbent contractors to the Contractor shall not constitute a break in service under the plan(s).
- (5) For all employees other than incumbent employees, the Contractor is free to set its own terms and conditions of employment, so long as those packages include market-

based retirement and medical benefits and are competitive for their industry.

- (6) Non-incumbent grandfathered employees vested in the BJC MEPP who are hired by the Contractor, its first or second tier subcontractors, or USEC under this Contract shall be eligible for participation in the MEPP and allowed to continue to accrue credit for service under this contract in the MEPP consistent with the terms of the MEPP.
- (7) Participation in the BJC MEPP and/or the BJC MEWA shall be limited to individuals who currently have the right under the terms and conditions of those plans to participate in the plans; such individuals shall continue to be entitled to participate in those plans under the terms and conditions of the respective plans.
- (8) During this contract, the Contractor may change any of the pension and welfare benefit plans (including any of the retirement medical benefits), administered by the incumbent contractors subject to legal requirements and to the requirements and conditions set forth in this contract. The Contractor shall obtain the written approval of the Contracting Officer before it initially implements any new plans and before it makes effective any changes to existing plans.
- (9) Because the Contractor is responsible for administering and maintaining the qualified status of all pension and investment plans, the contractor must submit to the Contracting Officer annual actuarial and employer certification as the sponsoring employer and participating employer in any pension plans demonstrating full compliance with Internal Revenue Code and Employee Retirement Income Security Act (ERISA) requirements including, but not limited to, any applicable non-discrimination testing. The Contractor shall also provide the annual actuarial valuation, DOL/IRS Form 5500, and annual auditors' reports for all such plans to the Contracting Officer.
- (10) Training -- The Contractor will establish a one-time training program specifically for the purpose of training individuals who are employed by BJC or its first or second tier subcontractors or USEC in the skills classifications required

for the commencement of the non-construction activities listed in the SOW and who are threatened with involuntary separation (except for cause) consistent with paragraph (c) above. The one-time training program will not exceed six months in duration and \$5,000 (subject to available funding) per person in cost in addition to wages and benefits.

- (11) Severance Pay -- Severance pay is an unallowable cost at the end of the Contract for any employee who receives an offer of employment with a replacement contractor or subcontractor or another DOE contractor or subcontractor with substantially equivalent benefits.
- (g) No Third Party Beneficiaries -- No person shall have a right of action against the Contractor or a first or second tier subcontractor of the contractor or against DOE concerning issues arising under or related to matters addressed in this clause or any other clause in this Contract.